

APPENDIX C
COMMUNITY ACCESS ORGANIZATION
("CAO")
GRANT AND USE AGREEMENT
BY AND BETWEEN
CABLEVISION SYSTEMS NEW YORK CITY
CORPORATION
AND
BRONX COMMUNITY CABLE
PROGRAMMING
CORPORATION

CAO GRANT AND USE AGREEMENT

THIS AGREEMENT (the "Agreement") made on this 7th day of Sept is entered into by and between CABLEVISION SYSTEMS NEW YORK CITY CORPORATION, a corporation duly organized under the applicable laws of the State of New York ("Cablevision"), with a place of business at 1111 Stewart Avenue, Bethpage New York 11714 and Bronx Community Cable Programming Corporation, a New York not-for-profit corporation (the "CAO"), designated by the Borough President of the Bronx (the "Borough President"), with a place of business at 250 Bedford Park Boulevard West, Bronx, NY 10468.

WHEREAS, the City of New York (the "City"), pursuant to Section 363(a) of the City Charter and Resolution No. 538 of the City Council, is entering into a Franchise Agreement granting Cablevision a nonexclusive franchise ("Franchise Agreement") to operate a Cable System (the "System") throughout the entire territorial boundaries of the Borough of the Bronx ("Service Area"), and

WHEREAS, the City has determined that to facilitate open, nondiscriminatory access to the Cable System and to protect the public interest in the development of public services and programming, an independent not-for-profit organization should be created; and

WHEREAS, the Franchise Agreement requires Cablevision to place under the jurisdiction of the CAO Access Channels on the System, to be known as public access channels ("Public Access Channels"), to fulfill certain technical requirements with respect to such channels and to provide to the CAO such grants as have been independently agreed upon as a result of direct negotiations between the CAO and Cablevision and as described herein; and

WHEREAS, the CAO is a not-for-profit corporation organized pursuant to New York State law and has been designated by the Borough President as the CAO to receive such grants as shall be made available by Cablevision pursuant to this Agreement and to use such grants solely for the purpose of administering the Public Access Channels and developing, furthering and supporting public access programming for the Borough; and

WHEREAS, the CAO has been organized to operate for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954, as amended (the "Code"), including, among other purposes, the administration and management of Public Access Channels in the Borough, and such other purposes which shall qualify the CAO as exempt under Section 501(c)(3) of the Code; and

WHEREAS, the CAO desires to obtain the funds necessary to carry out its purposes and objectives from the grants provided for herein and from any other lawful sources; and

WHEREAS, Cablevision desires to support the purposes and objectives of the CAO in the CAO's objectives of the development and production of public services and programming to be distributed on the Public Access Channels and to be made available to all cable television subscribers in the Bronx; and

WHEREAS, the CAO will engage in activities and will develop programming to be distributed on the Public Access Channels for the benefit of Subscribers to the System, thereby increasing the public service potential of cable television in the City;

WHEREAS, Cablevision has negotiated with the CAO and has agreed to provide the CAO with the grants and services pursuant to the terms hereof for the benefit of the Residents of the Borough of the Bronx;

NOW THEREFORE, in consideration of the foregoing clauses, which clauses are hereby made a part of this Agreement, and the mutual agreements herein contained, the parties agree as follows:

SECTION I - DEFINITIONS

1.1 Borough The entire existing territorial boundaries of the Borough of the Bronx, and such additional areas as may be annexed or acquired.

1.2 All other capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed to such terms in the Franchise Agreement.

SECTION II - GRANT OF SUPPORT TO THE CAO

2.1 Public Access Channel Grant

2.1.01 Cablevision shall make a Public Access Channel grant to the CAO to be used in support of the production of local public access programming ("Public Access Channel Grant").

2.1.02 The Public Access Channel Grant provided by Cablevision hereunder shall be in the form of a per month, per Subscriber grant subject to a cap on the number of Subscribers subject to the payment ("Subscriber Cap") for the Term of the Franchise Agreement in accordance with the schedule attached to this Agreement as Exhibit 1. The Public Access Channel Grant payment, along with a brief summary of the Subscriber information upon which it is based, certified by a financial representative of Cablevision, shall be delivered to the CAO within 45 days after the end of each calendar quarter. Cablevision shall file a copy of said statement with DoITT.

2.1.03 Each Public Access Channel Grant payment shall be non-refundable.

2.2 Cash Grants

In addition to the Public Access Channel Grant, Cablevision shall provide Cash Grants to the CAO for capital in the total amount of \$2,000,000 in three payments; \$1,000,000 to be paid by the end of Year 1 of the Agreement and two payments of \$500,000 each to be paid by the end of the 2nd Year of the Agreement and the end of the 5th Year of the Agreement respectively. Subject to Section 2.5 such Cash Grants shall be non-refundable.

2.3 Use of Funds.

Such Public Access Channel Grant shall be used by the CAO for public access costs, including, but not limited to, studio and portable production equipment, editing equipment and program playback equipment, cameras, office equipment, renovation or construction of Public Access Channel facilities, and other public access costs as may be ascertained by the CAO.

The failure of the CAO to fully allocate or expend any monies provided pursuant to this Section 2.1 or 2.2 shall not affect Cablevision's payment obligations under this Section.

2.4 Other Cable Services Providers

In the event that after the execution of this Agreement, the CAO and any provider of Cable Service holding a Cable franchise in the Borough as of the date of this Agreement enter into an amendment to an existing agreement in effect as of the date of this Agreement which contains obligations that are lesser in amount or aggregate value than the obligations imposed in Section 2.1, Cablevision's obligations under Section 2.1 shall be reduced to an equivalent amount. Cablevision acknowledges that payments to the CAO by another provider of cable service in the Borough may be lowered pursuant to such other provider's existing agreement and this Section 2.1 such that the other provider pays less to the CAO than Cablevision. Cablevision's obligations under Section 2.1 in such event will not change.

2.5 Delivery of Payment; Interest

All payments by Cablevision to the CAO pursuant to this Agreement shall be made payable to the CAO and shall be delivered to the address designated in writing therefor by the Executive Director or Chief Financial Officer of the CAO. In the event that a Public Access Channel Grant or Cash Grant payment is not received by the CAO

by the respective due date set forth herein, following at least thirty (30) days written notice from the CAO that such payment has not been received, Cablevision shall pay interest on such overdue Public Access Channel Grant or Cash Grant at the then-current interest rate set forth in Section 5004 of the New York Civil Practice Law and Rules (which as of the date of execution of this Agreement is nine percent (9%) per annum) to the CAO retroactive to the first day that such Public Access Channel Grant or Cash Grant payment was originally due. Cablevision shall be allowed to submit or correct any payments that were incorrectly omitted, and may offset against future payments any payments that were incorrectly submitted, within ninety (90) days after the close of the calendar year for which such payments were applicable.

2.6 Publicity for Public Access Services

2.8.01 Cablevision shall provide CAO with air time reasonably valued at up to \$500,000 to be reasonably spread over the term of the Agreement for cross channel promotional advertisements produced by CAO, provided that such advertisements shall not promote or be designed to promote in whole or in part any of Cablevision's competitors. CAO shall make good faith efforts to further a partnership with Cablevision that involves messaging on Cablevision's public affairs initiatives together with highlighting CAO contributions to the community.

2.8.02 Cablevision shall provide, at its cost, information to customers on the programming and activities of the CAO in a format and with copy mutually agreeable to Cablevision and the CAO in (i) materials provided to new subscribers (whether electronically or in hard copy) and (ii) on an annual basis in subscriber bills.

2.7 Additional Obligations of Cablevision

2.7.01 Each Public Access Channel shall be delivered with transmission quality at least the same as the transmission quality of any other channel delivered in the same format as broadcast stations carried under Section 614 of the federal Cable Act, provided, however, that Cablevision shall have no responsibility to improve upon or modify the quality of any Public Access Channel's content provided to Cablevision by the CAO.

2.7.02 Cablevision shall provide to the CAO, without charge, one service outlet activated for Basic Service and 13 set top boxes at the location of the CAO's master control with an address of 250 Bedford Park Boulevard West, Bronx, NY 10468. Cable Service may not be resold or otherwise used in contravention of Cablevision's rights with third parties respecting programming. Equipment provided by Cablevision, if any, shall be the responsibility of the CAO if lost, stolen or damaged.

2.7.03 Cablevision shall include Public Access Channel program content

titles in electronic on-screen channel listings in the same manner as it designates all other programming on the System, provided however, that Cablevision shall not be responsible for any inaccuracies in such information.

SECTION III - OBLIGATIONS OF THE CAO

3.1 Consideration for Cash Grant and Public Access Channel Grant

As consideration for the Cash Grant and Public Access Channel Grant by Cablevision to the CAO, the CAO shall: (i) administer and manage the Public Access Channels provided for its use by Cablevision and the use of the CAO's facilities, equipment, and supplies in a fair and reasonable manner; and (ii) develop and support programming to be cablecast on the Public Access Channels, which is responsive to the needs and interests of the Residents of the Borough. The CAO shall use the Public Access Channels and the Public Access Channel Grant provided by Cablevision to the CAO for Public Access as that term is defined in federal and state law.

3.2 Maintenance of Tax-Exempt Status

The CAO shall conduct its activities so as to maintain its tax exempt status under Section 501(c)(3) of the Code or other applicable laws. Failure to maintain said status would be a material breach of this Agreement such that Cablevision may terminate the Agreement with no further obligation to the CAO.

3.3 Public Access Channel Rules and Regulations

3.3.01 The CAO shall maintain reasonable rules and regulations to provide for open access to Public Access Channel time, facilities, equipment, supplies, and training on a non-discriminatory basis and to the extent required by applicable law. Said rules and regulations providing for open access may dedicate segments of Public Access Channel time and/or specific channels to particular or related subject matters or uses, provided that such allocation of channel time does not prohibit a Public Access user from having programming aired at a reasonable viewing time on a first come first served basis.

3.3.02 If the CAO provides programming grants, it shall establish reasonable rules and regulations governing the procedure for applying to the CAO for programming grants and the selection of grant recipients by the CAO.

3.3.03 The CAO shall make all rules and regulations publicly available.

3.4 Compliance with Privacy Law

The CAO shall comply with the requirements of applicable law regarding privacy protection.

SECTION IV - PUBLIC ACCESS CHANNEL SERVICES

4.1 Compliance with Federal, State and Local Law

Cablevision and the CAO shall comply with all applicable local, state, and federal laws with respect to program content on the Public Access Channels.

4.2 Public Access Channel Set Aside

4.2.01 In order to ensure universal availability of public access programming, to the extent Cablevision offers a Basic Service Tier, Cablevision shall initially provide on the Basic Service Tier use of four (4) Public Access Channels to the CAO during the Term of the Franchise Agreement, subject to increase and carriage as provided in the Franchise Agreement. Cablevision shall carry the programming on each of the respective Public Access Channels as indicated in Appendix B to the Franchise Agreement. In the future, Cablevision shall assign the Public Access Channels on its channel line-up as configured elsewhere within the City to the extent such channel assignments do not interfere with any other channels or fall outside the range of Cablevision's respective channel lineup and pursuant to Section 8.1.6 of the Franchise Agreement. Cablevision shall not arbitrarily or capriciously change such channel assignments, and Cablevision shall minimize the number of such changes; provided, however, that Cablevision may change such channel assignments as it deems appropriate. Cablevision shall provide notice of the channel location change for 30 days on its electronic guide and by bill message. Cablevision shall provide the requisite notice of such changes to DoITT, the Public Service Commission, the CAO and all Subscribers as required by law.

4.2.02 The provisions of 16 NYCRR §895.4 (c)(12) shall apply to this Agreement.

4.3 High Definition Programming

At such time as CAO originally produces an amount of first or second run programming in high definition (e.g., programming with a resolution not less than 720p) ("HD") format (i.e., such programming is filmed in the HD format, not up converted) equal to or greater than ten percent (10%) of the monthly viewing hours between 12:00 pm and 12:00 am month over month (not in an individual month) of one of the Public Access Channels, Cablevision shall begin cablecasting such Public Access Channel in the HD format. CAO may designate which Public Access Channel shall be designated as the HD channel provided that Cablevision may determine the channel location of said channel.

4.4 Video on Demand Programming

After the end of the first nine months of this Agreement, if CAO demonstrates the ability (a) to provide 25 hours of unique original standard definition programming to Cablevision for distribution on a video on demand ("VOD") basis in a ready to transmit format in accordance herewith (such content, the "VOD Content") and (b) to refresh said programming such that at no time following the launch of such VOD Content no more than 5 hours of such VOD Content is more than 8 months old, and (c) if CAO can meet Cablevision's technical requirements provided by Cablevision upon request by CAO for the delivery of VOD content, Cablevision will provide CAO with 25 hours of VOD capacity. Cablevision reserves the right to determine the placement of the CAO VOD Content on its VOD menu and to drop programming more than 8 months old (other than the 5 allowed hours of "evergreen" programming) from the menu.

4.5 Indemnity for Public Access Channels

In accordance with 47 U.S.C. §558, Cablevision shall not incur any liability arising from or in connection with any program carried on the Public Access Channels. The rules and regulations adopted by the CAO for use of the Public Access Channels shall require all users of the channels to indemnify Cablevision for any programming content.

4.6 Standards for Public Access Channels

The provisions of 16 NYCRR §895.4 as it may be amended shall apply to this Agreement

4.7 Rights to Public Channel Programming

Cablevision shall have no rights to programming carried on the Public Access Channels by virtue of cablecasting or distributing such programming over its System, except for Cablevision's right to transmit such programming to its Subscribers. All rights to the programming content are intellectual property of the owner, regardless of the individual or entity requesting transmission. Cablevision shall have no editorial control over programming on the Public Access Channels except that Cablevision may refuse to retransmit any programming it deems to be obscene or invoking imminent violence.

4.8 Public Access Channel Interconnection

4.7.01 Cablevision, at its expense, shall interconnect its Cable System to the CAO's studio at 250 Bedford Park Boulevard West, Bronx, NY 10468. ("Public Access Channel Interconnection Site").

4.7.02 Cablevision shall construct up to three additional auxiliary connections designated by the CAO between the content originating locations (each, a "Public Access Channel Content Origination Site") and the Public Access Channel

Interconnection Site to enable additional programming to be inserted at the Public Access Channel Interconnection Site. In the event the CAO desires to substitute a location currently designated on Exhibit 2 with an alternate location, Cablevision agrees to commence good faith discussions with the CAO regarding the substitution of such Public Access Channel Content Origination Site within thirty (30) days of Cablevision's receipt of written notice from the CAO of the CAO's desire to commence such discussions. The cost related to any substitution of a Public Access Channel Content Origination Site shall not exceed the cost to Cablevision for constructing the auxiliary connection for the original Public Access Channel Content Origination Site, as designated on Exhibit 2. Upon one hundred eighty (180) days written notice from the CAO to Cablevision that a Public Access Channel Content Origination Site is fully functional for its intended purpose, an auxiliary connection shall be made operable by Cablevision. The CAO is obligated to furnish, install and maintain the equipment necessary to perform any switching or aggregation functions at the affected Public Access Channel Interconnection Site:

4.8.03 Subject to the successful completion of all required site preparation work by the CAO and provision of access to Cablevision for equipment installation and provisioning, Cablevision shall, without charge to the CAO, provide links between Cablevision's video channel aggregation site and the Public Access Channel Interconnection Site in order to permit the signals to be correctly routed from the Public Access Channel Interconnection Site to the appropriate Public Access Channel for distribution to Subscribers, provided, however, that neither Cablevision nor the required site work shall unreasonably or materially interfere with the CAO's operations or otherwise impose additional material burdens on the CAO.

4.8.04 The CAO shall provide to Cablevision at the Public Access Channel Interconnection Site a suitable video and audio Signal(s) for each Public Access Channel. Cablevision, upon receipt of the suitable video signal(s), shall provide, install and maintain in good working order the equipment necessary for transmitting the Public Access Channel signals from the Public Access Channel Interconnection Site to Cablevision's video channel aggregation site for further processing for distribution to Subscribers. Cablevision's obligations with respect to such upstream transmission equipment and facilities shall be subject to the availability, without charge to Cablevision of suitable required space, environmental conditions, electrical power supply, access, pathway; and other facilities and such cooperation of the CAO as is reasonably necessary for Cablevision to fulfill such obligations, provided, however, that Cablevision shall not unreasonably or materially interfere with the CAO's operations or otherwise impose additional material burdens on the CAO.

4.8.05 The CAO hereby authorizes Cablevision to transmit all Public Access Channel programming within the Borough's jurisdictional boundaries and without the Borough's jurisdictional boundaries to the extent such programming is transmitted to the adjacent borough or the immediately adjacent local franchising authorities in the adjacent county provided that Cablevision provides service in that

area.

SECTION V - MISCELLANEOUS. PROVISIONS

5.1 Effective Date and Term

5.1.01 This Agreement shall take effect on the date that the NY PSC issues a certificate of confirmation for the Franchise Agreement (the "Effective Date").

5.1.02 This Agreement shall remain in effect throughout the Term of the Franchise Agreement, as provided in the Franchise Agreement, provided that the designation of the CAO by the Borough President remains in effect.

5.2 Application to Successors

This Agreement shall bind Cablevision and its respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof. The CAO may not assign this Agreement except as approved by the Borough President. Any such assignment must be to an entity designated by the Borough President to operate the Public Access Channels and receive the grants set forth herein.

5.3 Confidential Information

Except as may be required by applicable law, the CAO shall treat any information disclosed by Cablevision (and so designated by Cablevision) as confidential and proprietary, and shall only disclose it to employees, directors, the Borough President, DoITT, the Comptroller, representatives, and agents thereof who have a need to know, or in order to enforce the provisions hereof. For purposes of this Agreement, "proprietary or confidential" information shall be defined as any information that is reasonably determined by Cablevision to be competitively sensitive. If the CAO receives a request for the disclosure of information that Cablevision has designated as confidential, trade secret or proprietary, the CAO shall notify Cablevision of such request.

5.4 Severability

If any section, subsection, sub-subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by a final order of any court of competent jurisdiction or by a final order of any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence; paragraph, term or provision hereof; all of which will remain in full force and effect for the term of this Agreement. The provisions in Section 2.1..are material terms of the Agreement and are not separable. Should any portion of 2.1.be determined to be illegal, invalid or unconstitutional as set forth in this paragraph, this Agreement shall terminate in its

entirety.

5.5 Entire Agreement

This Agreement constitutes the entire agreement between Cablevision and the CAO and it supersedes all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof. Any local laws or parts of local laws that materially conflict with the provisions of this Agreement are superseded by this Agreement.

5.6 Amendments and Modifications

Amendments and/or modifications to this Agreement shall not be effective unless mutually agreed to in writing by the parties.

5.7 Captions and Headings

The captions and headings of sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

5.8 Recitals

The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

5.9 Construction of Agreement

The provisions of this Agreement shall be liberally construed to effectuate their objectives.

5.10 Governing Law

This Agreement shall be deemed to be executed in the City of New York, State of New York, regardless of the domicile of Cablevision, and shall be governed by and construed in accordance with federal law and the laws of the State of New York.

5.11 No Third Party Beneficiaries

This Agreement is not intended to, and does not, create any rights or benefits on behalf of any Person other than the parties to this Agreement. Nothing in this Agreement shall be interpreted to provide that Cablevision and the CAO are partners, joint venturers, agents or assignees of the other.

5.12 Force Majeure

Subject to the procedures set forth in the last sentence of this Section 5.12,

Cablevision shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged default occurred or were caused by a Force Majeure, provided, however, that in the event that any delay in performance resulting from such a Force Majeure affects only part of Cablevision's capability to perform, Cablevision shall perform to the extent it is able to do so and shall take all steps, reasonably within its ability, to minimize the length and effect of such Force Majeure delay. Cablevision shall notify the CAO in writing of the occurrence of an event of Force Majeure, or a series of related events constituting an event of Force Majeure, which resulted in or is resulting in a delay in performance, such notice to be provided within twenty (20) business days of the event or series of events, or if notification within such period is not practicable under the circumstances, as soon as practicable.

5.13 Enforceability

Each party represents and warrants to the other that this Agreement (I) has been duly executed and delivered by such party and (ii) constitutes the valid and legally binding obligation of such party, enforceable in accordance with its terms.

5.14 Counterparts

The parties hereby agree that this Agreement may be executed in Counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.15 Notices

Every notice, order, petition, document, or other direction or communication to be served upon the CAO or Cablevision shall be in writing and shall be sufficiently given if sent by registered or certified mail, return receipt requested, or by a nationally recognized overnight delivery service, to the following addresses:

If to Cablevision, to:

Cablevision Systems New York City Corporation
1111 Stewart Avenue
Bethpage, NY 11714
ATTN: Legal Department

If to the CAO, to:

Executive Director
Bronx Community Cable Programming Corporation
250 Bedford Park Boulevard West
Bronx, NY 10468

Cablevision shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged default occurred or were caused by a Force Majeure, provided, however, that in the event that any delay in performance resulting from such a Force Majeure affects only part of Cablevision's capability to perform, Cablevision shall perform to the extent it is able to do so and shall take all steps, reasonably within its ability, to minimize the length and effect of such Force Majeure delay. Cablevision shall notify the CAO in writing of the occurrence of an event of Force Majeure, or a series of related events constituting an event of Force Majeure, which resulted in or is resulting in a delay in performance, such notice to be provided within twenty (20) business days of the event or series of events, or if notification within such period is not practicable under the circumstances, as soon as practicable.

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ATTN: Legal Department

If to the CAO, to:


Executive Director
Bronx Community Cable Programming Corporation
250 Bedford Park Boulevard West
Bronx, NY 10468

Except as otherwise provided herein, the receipt of such notice, direction, or order shall be equivalent to direct personal notice and shall be deemed to have been given when received. Either party may change the above notice addresses by notice to the other party.

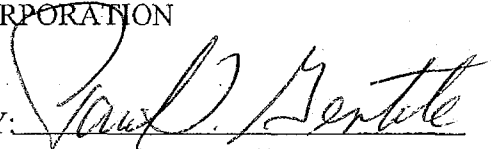
IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first above written.

BRONX COMMUNITY CABLE
PROGRAMMING
CORPORATION

ATTEST:

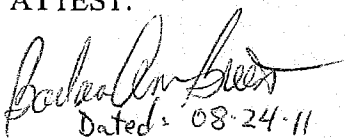

Dated: 9/7/11
ROBERT G. SMITH
Notary Public, State of New York
No. 02SM4951776
Qualified in Westchester County
Commission Expires May 30, 2007
15

BY:


Name: Paul T. Gentile
Title: Chairman

CABLEVISION SYSTEMS NEW YORK
CITY CORPORATION

ATTEST:


Dated: 08-24-11
BARBARA ANN BREEST
NOTARY PUBLIC, State of New York
Suffolk County, No. 4956120
Commission Expires September 11, 2013

BY:



Name: Lisa Rosenblum
Title: EVP, Gov't & Public Affairs

Exhibit 1

Year	Amount Per Subscriber Per Month	Subscriber Cap (Actual average number of Subscribers but not more than the Subscriber Cap)	Cash Grants
1	\$1.40	161,000	\$1,000,000
2	\$1.40	175,000	\$500,000
3	\$1.40	210,000	\$0
4	\$1.40	230,000	\$0
5	\$1.40	230,000	\$500,000
6	\$1.40	265,000	\$0
7	\$1.40	265,000	\$0
8	\$1.40	265,000	\$0
9	\$1.40	265,000	\$0

APPENDIX D INSTITUTIONAL NETWORK

A. Basic Obligations

On the terms and subject to the conditions set forth herein, Franchisee* grants to the City during the Term of the Franchise an exclusive right of use (the "Right of Use") with respect to the Capacity (as defined below) solely for the City's noncommercial use as part of an institutional network (the "Institutional Network"):

1. The "Capacity" shall consist of ten percent (10%) of the capacity of the backbone of Franchisee's subscriber fiber optic network, but in no event more than six (6) fiber strands within such backbone. Franchisee also shall provide the City with additional Capacity, equivalent to two (2) fiber strands in addition to the six (6) fiber strands, where the backbone consists of more than 80 strands of fiber. (The term "backbone" as used in this Appendix D shall mean any portion of Franchisee's subscriber fiber optic network that contains twenty-four (24) or more fiber strands.) The fibers constituting the Capacity shall be referred to as the ("Fibers.") To the extent that Franchisee upgrades one or more segments of its backbone, the fiber strands for that upgraded segment to be allocated to the City's use under this Appendix shall come from the upgraded facility (that is, the City's strands shall not be allocated from older, pre-upgrade strands).
2. In lieu of providing additional Institutional Network capacity and facilities beyond that described in the preceding paragraph 1, Franchisee shall provide a payment, at the Closing, to the City in an amount equal to Seven Million Seven Hundred Eighty Two Thousand Dollars (7,782,000), covering the collective obligation of the Cablevision Franchisees under both this provision and the parallel provisions of the other Cablevision Franchise Agreement, which amount will be used by the City for capital costs associated with the use and implementation by the City of its Institutional Network.
3. Franchisee shall also provide the City during the Term of the Franchise with:
 - (a) maintenance as provided in Section B of this Appendix D;
 - (b) appropriate space, not to exceed two (2) standard racks, and primary and back-up power in a head-end office or other Franchisee location, as appropriate, for collocation of the City's equipment; and
 - (c) continued access to any other facilities that were being provided to the City for the Institutional Network pursuant to the 1998 Franchise as of January 1, 2011 .

* Capitalized terms not defined in this Appendix D shall have the same meanings as set forth elsewhere in the body of this Franchise Agreement.

4. Subject to the rights described in the second sentence of subsection 2. of Section C of this Appendix D, Franchisee shall retain undivided, absolute legal title and ownership in all backbone and additional fibers that constitute its System, including without limitation, all of the Fibers, and the City's rights with respect to the Capacity shall be limited to the Right of Use as expressly set forth in this Appendix D.
5. Subject to the rights described in the second sentence of subsection 2. of Section C. of this Appendix D, nothing herein shall be construed to confer upon the City any right to maintain, modify or alter the Fibers, or any of Franchisee's supporting facilities, or any right of physical access to the Fibers, or supporting facilities, or any right to encumber or use Franchisee's supporting facilities or any part thereof.

B. Maintenance

1. Franchisee will be responsible for maintaining and restoring (in the event of a cable damage or failure) the portions of Franchisee's subscriber network used by the City and collocated with Franchisee's network.
2. Maintenance shall include, at a minimum, fiber cable monitoring, testing and documentation of fiber decibel ("Db") loss budgets, and Optical Time Domain Reflectometer, Chromatic Dispersion and Polarization Mode Dispersion levels, to be agreed upon between the City and Franchisee, that conform to current industry standards of high quality, updates of engineering drawings and documentation and maintenance of any plant installed by Franchisee. Test results will be provided to the City in an easily readable electronic format (for example, Adobe Acrobat PDF). Franchisee shall provide to DoITT maps showing the location of all of Franchisee's backbone fiber, in an easily readable electronic format (for example, Adobe Acrobat PDF), subject to the confidentiality provisions of Section 11.1 of the body of this Franchise Agreement and Section I.1 of this Appendix D below.
3. Franchisee and DoITT will agree on a line and circuit ID convention that will allow DoITT to communicate the identity of troubled lines and circuits to Franchisee representatives effectively and with certainty, and Franchisee will provide DoITT with contact information for DoITT that will allow DoITT to notify Franchisee immediately of any line or circuit trouble at any time, 24 hours a day, seven days a week. Franchisee is required to begin repair of interrupted or degraded service, or to take such necessary and appropriate measures to ensure service integrity, as soon as reasonably possible upon learning of such interrupted or degraded service or risk to service integrity. Such necessary and appropriate measures to ensure service integrity may include replacing fiber strands that are allocated for City use and collocated with portions of Franchisee's System that Franchisee has undertaken to replace. Notwithstanding the immediately preceding sentence, subject to the force majeure provision of Section 18.5 of the Franchise Agreement, as expeditiously as possible but no later than three (3)

hours after notification by the City or another person of such interrupted or degraded service or risk to service integrity, Franchisee shall be required: (i) to take such necessary and appropriate measures as are reasonable which would indicate the commencement of the repair of the interrupted or degraded service, or (ii) to take such other necessary and appropriate measures as are reasonable which would ensure service integrity.

C. Term

1. Subject to the terms of the Franchise Agreement, the City's Right of Use shall commence on the Effective Date of the Franchise Agreement and shall terminate in accordance with Section C.2 of this Appendix D.
2. In the event of the termination of the Franchise Agreement in accordance with Section 3 of the Franchise Agreement without any right of renewal, the City's Right of Use shall immediately terminate. Upon such termination, the City's ongoing rights with respect to the System, including those portions of the system which were subject to the City's Right of Use, shall depend on the nature of the disposition of the System pursuant to the applicable provisions of the body of this Franchise Agreement.

D. Credit/Refund

1. In the event (a) Franchisee makes the payment set forth in Section A.2 of this Appendix D, and (b) the City exercises the Early Termination Option described in subsections (b) and (f) of Section 3.1 of the Franchise Agreement of which this Appendix D is a part, then the City will refund to Franchisee the amount of the Post-Termination Share, as provided in paragraph 3. below of this Section D.
2. The Post-Termination Share as that term is used in this Section-D shall mean the product of (x) the amount paid to the City at the Closing pursuant to Section A.2 of this Appendix D, multiplied by (y) the Post-Termination Percentage. The Post-Termination Percentage shall mean the fraction which results from dividing (x) the number of days in the period that begins on the Early Termination Notice Date (defined below) and ends on July 18, 2020, by the number of days in the period that begins on the date of the Closing and ends on July 18, 2020. The Early Termination Notice Date shall mean the date on which, Franchisee receives written notice of the City's exercise of its Early Termination Option.
3. If the City exercises the Early Termination Option and Franchisee is seeking renewal of its franchise, then the refund described in this Section D. shall be payable (x) if the City decides not to grant such renewal and such denial becomes final after all administrative and judicial appeals have been exhausted, then within sixty days after the first day such finality has been achieved, or (y) if such renewal is granted, then on the date the agreement memorializing such renewed franchise

becomes effective. If the City exercises the Early Termination Option and Franchisee is not seeking renewal of its franchise, then the refund described in this Section D. shall be payable within sixty days after the day that Franchisee's decision not to seek such renewal becomes final and irrevocable.

E. Use of Franchisee's Fibers

1. The City represents, covenants and warrants that it will use the Fibers granted hereunder in compliance with this Appendix D and subject to all other applicable codes, ordinances, laws, rules and regulations of any governmental authority having jurisdiction over such Fibers.
2. Subject to the provisions of this Appendix D regarding the City's Right of Use, the City may use the Fibers for the noncommercial purposes of the City and for no other purpose. The City acknowledges and agrees that nothing herein shall be construed to confer upon the City any rights to use any fibers or other equipment or facilities, other than the Fibers, included or incorporated in Franchisee's supporting facilities, or any other portion of the System.

F. Access

1. The City will not be entitled to any physical access to the Fibers or Franchisee's supporting facilities.
2. Franchisee shall control all activities concerning access to Franchisee's System, including the Fibers and Franchisee's supporting facilities.
3. Any maintenance or repair work required respecting the Fibers required by the City for any reason, including, without limitation, splicing of the Fibers or the installation of handholes or other physical access points shall be undertaken only by Franchisee at the City's request. All such work shall be performed for such charges and on such terms and conditions are agreed to by Franchisee and the City in writing.
4. To the extent the installation or the City's use of any Fibers requires the removal or remediation of hazardous materials, such removal or remediation shall be the sole responsibility of the City, and Franchisee shall have no obligation to perform such installation until all appropriate removal and remediation of hazardous materials has been completed by the City to the reasonable satisfaction of Franchisee.

G. Operations

1. The City shall not interfere with, or adversely affect the use by any other Person of, Franchisee's System and/or any electronic or optronic equipment used by Franchisee in connection therewith.

2. The City acknowledges and agrees that, except with respect to the Capacity on the Fibers, Franchisee is not supplying, nor is Franchisee obligated to supply to the City, any of the equipment, optronics or electronics or optical or electrical equipment, electrical power, any related facilities, or any space for the placement thereof (except as expressly agreed by the Parties pursuant to another agreement or agreements executed by the Parties), for the City's use of such Capacity, all of which are the sole responsibility of the City.

H. Assignment

1. The City shall not have the right to assign the Right of Use or any other rights with respect to the Fibers without the written consent of Franchisee, which consent may be withheld in Franchisee's sole and absolute discretion.
2. Subject to the provisions of this Appendix D, the Right of Use and each of the Parties' other respective rights and obligations hereunder, shall be binding upon and shall inure to the benefit of the respective Parties hereto and each of their respective permitted successors and assigns.

APPENDIX E

CONSTRUCTION TERMS

A. Location. All transmission cables and related facilities, installed following the Effective Date, which are used to provide the services which Franchisee is authorized to provide by reason of this Agreement shall be installed in compliance with the following provisions.

1. In order to assure efficient management and use of the Public Rights-of-Way, Franchisee shall install all cables and other equipment located within the Public Rights-of-Way in a manner consistent with existing telephone or public utility lines, which general requirement shall include, without limitation, the following specific obligations:

(a) If and when Franchisee seeks to install cables and related equipment within the Public Rights-of-Way Property, on a street and in a manner such that Empire City Subway Company, Ltd. or its successor ("ECS") is obligated under contract with the City to provide ducts or conduits in which such Franchisee facilities could be installed, Franchisee shall install such cables and related equipment within the duct and conduit facilities of ECS (and if no space is available within the facilities of ECS, Franchisee shall apply to ECS for construction of new facilities necessary to support Franchisee's installation, provided that the terms which ECS sets on such occupancy are in compliance with its contractual obligations to the City. If the City's contractual arrangements with ECS as they exist as of the Effective Date should change in a material manner or be replaced during the term of this franchise, the terms of this subsection (a) shall be deemed adjusted to reflect such reasonable new arrangements regarding management and use of common duct and conduit facilities as may be adopted by the City.

(b) In any area of the City where all existing landline communications cables and public utility lines in the Public Rights-of-Way are located underground, Franchisee shall install its cable and related facilities underground, except as otherwise provided in this Franchise Agreement or as otherwise approved by the agencies of the City having jurisdiction over such matters. Where any such cables or lines are above ground at a particular location, Franchisee may elect to install its cables and related facilities above ground (provided that any such above ground installation of Franchisee shall be subject to the City's right to subsequently require such above ground installation to be relocated underground, at Franchisee's expense, if and when all other above ground cables and lines at that location are required to be relocated underground at the expense of the owner or owners of such other cables and lines). At any location where some, but not all, existing landline communications cables and/or public utility lines are located underground, prior to installing its cable and related facilities above ground at such location Franchisee shall provide DoITT at least sixty days advance notice of its plans for such above ground installation so as to allow DoITT to review the basis for such existing inconsistency in the location of facilities in the relevant location.

2. Franchisee shall, in order to minimize the burden on the Public Rights-of-Way, install its cables and other equipment (not otherwise covered by Section 1(a) above of this Appendix) using suitable, existing Utility Facilities (defined as telephone, energy transmission or other utility ducts, conduits, poles or similar facilities), subject to such Utility Facilities being

available for use by Franchisee on reasonable terms and conditions, including, without limitation, reasonable terms as to price, timing and access (with respect to those Utility Facilities that are available pursuant to, and on terms and conditions which are in accordance with, applicable federal and state law and regulations, such terms and conditions shall be considered reasonable for purposes of this paragraph). If and when space for Franchisee to install its cables and related equipment using such existing Facilities cannot be obtained on such reasonable terms and conditions, Franchisee may install its own such facilities, provided that:

(a) Franchisee shall first obtain, at its own expense, all necessary permits from the City's Department of Transportation and/or other applicable City agencies, including, with respect to additional above ground poles or similar facilities, and possible land use review pursuant to Department of City Planning requirements, all of which City agencies shall apply criteria and standards of review which are non-discriminatory as between Franchisee and other users of the Public Rights of Way (in addition, prior to applying for any such permit, Franchisee shall have submitted to DoITT for DoITT's approval (not to be unreasonably withheld), and received DoITT's approval of, a plan indicating all anticipated requests for permits to be made pursuant to this provision, which plan may be updated from time to time by submission and approval of an updated plan);

(b) all above-ground facilities will be maintained in accordance with such maintenance standards applicable to such facilities as are or may hereafter be established by the City ; and

(c) nothing herein shall be deemed to relieve any owner or operator of any telephone or utility duct, conduit, pole or similar facility of any obligation they may have to make such property available for the System.

3. In the event of any inconsistency between this Appendix E and applicable provisions of the New York City Administrative Code or rules of the New York City Department of Transportation (the "Department of Transportation"), or other rules of the City, such provisions and rules shall prevail.

4. Notwithstanding any provisions to the contrary set forth in this Appendix E or in the Franchise Agreement of which this Appendix E is a part, Franchisee shall be authorized pursuant to the Franchise Agreement to install, operate and/or maintain equipment pedestal boxes above ground on the surface of City sidewalks to provide the services authorized under this Agreement provided that (a) Franchisee abides by the requirements of Attachment 1 attached to and made a part of this Appendix E and the Franchise Agreement and (b) such boxes are not located in those portions of the City in which Empire City Subway, Ltd. is required by contract with the City to construct and maintain underground conduits for communications lines.

B. Additional Construction Terms

1. Franchisee shall comply with all applicable federal, state and City laws, rules, codes, and other requirements of general application, in connection with the construction, repair, upgrade and maintenance of the System in the Public Rights-of-Way, now or hereafter in effect, provided such are lawful and not preempted.

2. The installation of all cables, wires, or other component parts of the System in or on any structure in the Public Rights-of-Way shall be undertaken in a manner which does not interfere with the operation or use of any existing conduit or preexisting system or facility of any third party.

3. Franchisee must comply with, and shall ensure that its subcontractors comply with, all applicable lawful rules, regulations and standards of the Department of Transportation provided such are lawful and not preempted. If the construction, upgrade, repair, maintenance or operation of the System does not comply with such lawful, non-preempted rules, regulations and standards, Franchisee must, at its sole cost, remove and reinstall such cables, wires or other component parts of the System to ensure compliance with such rules, regulations and standards.

4. (a) Beginning on the date six (6) months following the Effective Date Franchisee shall provide, in a format acceptable to the Commissioner, and to the extent (pursuant to subparagraph (c) below) different from the requirements set forth in subparagraph (b) below, consistent with industry standards, maps and other information detailing the location of the System installed in the streets of the City pursuant to this Agreement.

(b) As of the Effective Date, the following format is acceptable to the Commissioner:

(i) For any installation where Franchisee initiated a street cut and installed its own duct and fiber, all locations of such infrastructure elements must be produced utilizing the City's accurate physical base map (NYCMAP). The submission must be digital – provided on a CD, DVD or external hard drive and the infrastructure elements depicted must be accurate within two feet vertically and six inches horizontally, to match with the NYCMAP.

(ii) For any installation where Franchisee used the ducts of a third party, Franchisee shall use its best efforts to create maps using such specific source information, datapoints and detail as may have been made available to Franchisee upon Franchisee's request from the third party owning the underlying facilities where the System is installed.

(iii) The data, both graphical and attribute, must be formatted so that it can be easily read into an Oracle 10g database. Line styles and symbols must conform to DoITT standards and all data must be structured according to DoITT specifications. Acceptable formats include, but are not limited to: ESRI shapefiles (preferred) and drawing interchange file.

(c) Upon written and reasonably advance notice to Franchisee, the Commissioner may reasonably change the format requirements described in (b) above, provided that such revised format requirements apply to all other franchised providers of Cable Service in the City.

(d) The City agrees that it shall treat any information provided to the City by Franchisee pursuant to this Section 4 of this Appendix E as "proprietary and confidential" in accordance with the provisions of Section 11.1 of the Franchise Agreement.

ATTACHMENT 1 TO APPENDIX E

STANDARDS FOR ON-STREET COMMUNICATIONS PEDESTAL STRUCTURES

1. APPLICABILITY

The standards described in this Attachment 1 shall apply, unless and until revised as described in Section 10 of this Attachment 1, to all "On-Street Pedestal Structures" (hereinafter referred to as "Pedestal Structures"), for which sidewalk opening permits are granted by the Department of Transportation (DOT) after November 13, 2000, defined as any communications utility box and related construction, such as foundations and bollards, which are located, in whole or in part, above grade and within the right-of-way of a public street, except when such box is located on a pole.

2. LOCATION STANDARDS

a. Clearance

- i. Corner Clearance Policy: Pedestal Structures shall comply with Executive Order #22 of April 13, 1995, plus an additional ten feet clearance; that is, there shall be a minimum distance of 20 feet between the "corner," as defined in Executive Order #22 (attached) or any superseding Executive Orders, and any Pedestal Structure.
- ii. The edge of any Pedestal Structure nearest the curb shall be a minimum of 18 inches and a maximum of 24 inches from the curb.
- iii. A minimum clear path of 8 feet or one-half the width of the sidewalk width, whichever is less, shall be maintained. However, in no case shall the minimum clear path be less than 4 feet.
- iv. Minimum Distance between Pedestal Structures and Other Street Furniture: Varies depending on adjoining furniture; see attached Table 1.

b. Required Distance from other Pedestal Structures

- i. A minimum distance of 100 feet shall be maintained between any two Pedestal Structures, regardless of ownership, along any block-front; and
- ii. A maximum of three Pedestal Structures shall be permitted on any single block-front.

3. DIMENSIONAL STANDARDS

- a. **Height:** 2 feet-3 inches minimum and 4 feet maximum (excluding supporting base). The maximum height of any base structure, separate from the Pedestal Structure shall be 4 inches.
- b. **Length (dimension parallel to curb):** 6 feet maximum
- c. **Width (dimension perpendicular to curb):** 2 feet-4inches maximum
- d. **Area:**
 - i. Pedestal Structures greater than 3 feet in height shall have a maximum area as follows:
 - (1) 7 square feet if the width is less than or equal to 18 inches;
 - (2) 4.25 square feet if the width is greater than 18 inches
 - ii. Pedestal Structures less than or equal to 3 feet in height shall have a maximum area of 14 square feet.

4. GENERAL DESIGN STANDARDS

- a. All Pedestal Structures shall be constructed of steel or similar durable, vandal resistant materials.
- b. Materials shall have a low degree of light reflectivity.
- c. Pedestal Structures shall have no sharp edges or protuberances.
- d. Advertising Prohibited: No advertising shall appear on any Pedestal Structure.
- e. Identifying Information: Each Pedestal Structure shall have the following information permanently displayed on its surface.
 - i. Name of the service provider; and
 - ii. The name, address and phone number of the service provider contact for complaints regarding the pedestal Structure and a statement that the structure is subject to City jurisdiction and that complaints may be made by calling 311.

The required information shall be placed in an easily visible location facing the pedestrian pathway and appear in clearly legible letters a minimum of ½ inch in height. The logo of the communications service provider may be included with the required information provided that the maximum coverage of all such information, including the logo, shall not exceed 48 square inches.

5. FRANCHISEE MANAGEMENT STATEMENT

The following information shall be provided to the New York City Department of Information Technology and Telecommunications (DoITT) with respect to a proposed on-street Pedestal Structure:

- a. Description of potential off-street and pole-mounted locations and reason(s) for their rejection.
- b. The address and owner(s) name(s) where the communications service provider has been refused off-street access to install equipment to be placed in the Pedestal Structure;
- c. Description of alternate on-street locations which are consistent with these standards and reason(s) for their rejection;
- d. When the communications service provider is utilizing more than one size Pedestal Structure within the City, explanation of the technical and/or engineering requirements for proposal to install other than the smallest Pedestal Box in current use by the provider; and
- e. Where the proposed on-street location is determined to be unsatisfactory DoITT may require additional information as to the actions taken pursuant to sections (a), (b) and (c) above as well as to require consideration of additional off-street locations or the installation of a pole-mounted structure.

6. FRANCHISEE ENGINEERING PLANS: SUBMISSION REQUIREMENTS

Concurrent with submission of Franchisee Management Statement, drawings showing the following information shall be provided to DoITT:

- a. Exact location and size of the proposed Pedestal Structure;
- b. Placement and distance of nearest Pedestal Structures;
- c. Placement and distance of other street furniture at and adjoining the proposed location;
- d. Number and location of homes served by the equipment to be installed in the proposed Pedestal Structure;
- e. List of the electronics to be placed in the Pedestal Structure; and;
- f. A completed DOT permit form for sidewalk opening.

7. CITY AGENCY APPROVAL

- a. DoITT: documentary and on-site review.
- b. Landmarks Preservation Commission approval, as necessary for Pedestal Structures to be located in historic districts
- c. DOT (following DoITT sign-off): review and issuance of sidewalk opening permit.

8. MAINTENANCE

Pedestal Structures, including any supporting base, shall be maintained in accordance with the following:

- a. Any individual Pedestal Structure reported to a communications service provider contact for complaints (identified pursuant to section 4(e)(ii) above) as having, graffiti or stickers shall be cleaned within 5 working days;
- b. The communications service provider shall establish a regular 30 day cleaning cycle, or such other schedule as may be acceptable to DoITT, to ensure that the Pedestal Structure is maintained in a clean condition, free of litter, rust, debris, stickers, graffiti and grime; and
- c. The quarterly preventive maintenance report to DoITT must include certification that all Pedestal Structures were cleaned in accordance with the regular cleaning cycle, as well as a log showing dates of receipt of complaints with regard to individual Pedestal Structures and date of response.

9. WAIVER

The Commissioner of DoITT may, in his or her sole discretion waive or modify these standards in specific cases when 1) compliance with the standards is impossible or impracticable, and precludes the petitioner from providing its standard communications services and 2) when, in the Commissioner's sole opinion, the public health, safety and general welfare will not be endangered thereby. The petitioner shall request such waiver in writing and shall provide any information requested by DoITT, which may assist the Commissioner in his or her determination.

10. REVISION OF STANDARDS

The standards set forth in Sections 2, 3 and 4, and Table 1, of this Attachment 1 shall be subject to revision by the City's Department of City Planning ("DCP") as follows, and to the extent such standards are thus revised, Franchisee shall thereafter be subject to such revised standards as if they had been expressly set forth herein: DCP may adopt such revised standards provided such revised standards (i) reflect streetscape and urban design considerations, (ii) are arrived at after Franchisee is given 30 days advance notice of the opportunity to comment in person and in writing and such comments, including without limitation, any comments with respect to the cost of implementation, are duly considered, (iii) are consistent with the ability of Franchisee to provide the services authorized by the Franchise Agreement of which this Attachment is a part, and (iv) do not limit the continued operation and maintenance of facilities installed pursuant to a franchise agreement, if any, previously executed by the City and Franchisee

("maintenance" as that term is used in this clause (iv) is understood to include, without limitation, replacement in kind of individual units as they are damaged or malfunction or otherwise reach the end of their useful life).

TABLE 1: Minimum Distances between Street Furniture (from DOT Revocable Consents)

Street Furniture (feet)	Minimum	Clearance
Subway Entrance (open side)	15	
Sidewalk Cafes	15	
Newsstand	15	
Bus Stop (with/without shelter)	15	
Fire Hydrant/Standpipe	10	
Driveway	10	
Bicycle Rack (including bicycles)	8	
Street Tree	5	
Bench	5	
Principal Building Entrance	5	
Ramp intended to provide access for people with disabilities	5	
Subway Entrance (closed end or side)	5	
Public Telephone	5	
Planters on the sidewalk not adjacent to the building façade	5	
Mail Box	4	
Street Lights	4	
Parking Meters	4	
Edge of Tree Pit	3	
Street Signs	3	
Utility Hole Covers, Cellar Doors, Areaways	3	
Transformer Vault [±] , Sidewalk Grates	3	
All Other Legal Street Furniture	5	

[±] This restriction does not apply to vaults owned by Franchisee or its affiliates.

APPENDIX F

FORM OF OUTAGE REPORT

Sample Planned and Unplanned Quarterly Outage Report

Month: July Franchise: New York City Company: [Name of Franchisee]

<u>Date</u>	<u>Start Time</u>	<u>End Time</u>	<u>Zip Code(s) Affected</u>	<u>Cause - Resolution</u>	<u>Subscribers Affected</u>	<u>Outage Duration in Hours</u>	<u>Subscriber Outage Hours</u>
<u>Planned</u>							
7/1 /10	9:30	11:00	90210	Activated replacement feeder	36	1.5	54.0
7/4 /10	10:00	10:30	90212	Upgraded tap	20	0.5	10.0
7/1 0/1 0	13:00	13:15	90202	Replaced power inserter	0.25	168	42.0
7/1 5/1 0	8:30	8:33	90255	Upgraded amplifier	44	0.05	2.2
7/2 2/1 0	11:30	11:45	90333 & 90215	Power supply issue	188	0.25	47.0
7/2 9/1 0	14:00	14:30	99299	Distribution cable replacement	82	0.5	41.0
					<u>Planned</u>	<u>Total</u>	196.2
<u>Unplanned</u>							
7/2 /10	14:00	14:30	90211	Replaced node module	286	0.5	143.0
7/5 /10	13:00	13:15	90322, 90467	Power outage-on generator	560	0.25	140.0
7/1 1/1 0	9:30	11:00	90566	Replaced UG dist. Tap	55	1.5	82.5

7/1								
7/1	10:00	10:30	90688	Replaced bad Dist. splice	60	0.5	30.0	
0								
7/2								
1/1	13:00	13:15	91055	Replaced line extender	42	0.25	10.5	
0								
7/2								
6/1	8:30	9:30	90344	Replaced dist. Tap	36	1	36.0	
0								
7/3								
0/1	11:30	12:45	91367	Replaced DC-12	180	1.25	225.0	
0								

Unplanned Total 524.0

APPENDIX G

FORM OF PERFORMANCE BOND

**[TO BE INSERTED AT CLOSING; FORM COMPARABLE TO THAT PROVIDED IN
1998 WILL BE ACCEPTABLE TO CITY]**

FRANCHISE BOND

Bond Number **001S103756523**

KNOW ALL MEN BY THESE PRESENTS, That, we, Cablevision Systems New York City Corporation, as principal, and Travelers Casualty and Surety Company of America, a corporation of the State of Connecticut, as Surety, are held and firmly bound unto the City of New York, as Obligee, in the sum of One Million and 00/100 Dollars, (\$1,000,000.00) lawful money of the United States of America, to be paid unto said Obligee, its successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The above bound Principal must comply with the terms of Ordinances which grant a Franchise to the Principal to use its public streets and places to transmit and distribute electrical impulses through an open line-coaxial antenna system located therein.

Principal has agreed to faithfully perform and observe and fulfill all terms and conditions of said Franchise agreement referred to above and said agreement is hereby made a part of this bond with like force and effect as if herein set forth in length.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above named Principal, its successors or assigns, does and shall well and truly observe, perform and fulfill its obligation as set forth in the above mentioned Franchise agreement, for which a bond must be posted, then the above obligation to be void; otherwise to remain in full force and effect.

The bond is subject, however, to the following express conditions:

FIRST: That in the event of a default on the part of the Principal, its successors or assigns, a written statement of such default with full details thereof shall be given to Surety promptly, and in any event, within thirty (30) days after the Obligees shall learn of such default, such notice to be delivered to Surety at its Home Office in Hartford, Connecticut by registered mail.

SECOND: That no claim, suit or action under this bond by reason of any such default shall be brought against Surety unless asserted or commenced within (12) twelve months after the effective date of any termination or cancellation of this bond.

THIRD: That this bond may be terminated or canceled by Surety by 30 days prior notice in writing to Principal and to Obligees, such notice to be given by certified mail. Such termination or cancellation shall not affect any liability incurred or accrued under this bond prior to the effective date of such termination or cancellation. The liability of the Surety shall be limited to the amount set forth above and is not cumulative.

FOURTH: That no right of action shall accrue under this bond to or for the use of any person other than the Obligees, and their successors and assigns.

IN WITNESS WHEREOF, The above bound Principal and the above bound Surety have hereunto set their hands and seals on the 21st day of January, 2002.

This bond replaces Frontier Insurance Company Bond No. 145022 effective January 21, 2002.

Cablevision Systems New York City Corporation

By: *Rep R. Mor*

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By: *Betty Calderon*
Betty Calderon, Attorney-in-Fact

APPENDIX H

FORM OF GUARANTY

In consideration of the grant of the franchise applicable to the Borough of Bronx described in the franchise agreement (the Franchise Agreement") entered into by and between the City of New York and Cablevision Systems New York City Corporation dated _____, 2011, the undersigned Cablevision Systems Corporation hereby unconditionally and irrevocably agrees to provide all the financial resources necessary for the observance, fulfillment and performance of the payment obligations of Franchisee ("Franchisee") under the Franchise Agreement and also to be legally liable for performance of said obligations in case of (a) default by Franchisee or (b) revocation or termination for default of the Franchise Agreement to the extent such payment obligations survive such revocation or termination.

Corporate Seal:

CABLEVISION SYSTEMS CORPORATION

By: _____

Signature

Type or Print Name and Title

Date

APPENDIX I

INVESTIGATIONS CLAUSE

1.1 Franchisee agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York ("State") or City governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

1.2 (a) If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, or State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State, or;

(b) If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then:

1.3 (a) The commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

(b). If any non-governmental party to the hearing requests an adjournment, the commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final

determination pursuant to Section 1.4 below without the City incurring any penalty or damages for delay or otherwise.

1.4 The penalties that may attach after a final determination by the commissioner or agency head pursuant to a hearing described in Section 1.3 above may include but shall not exceed:

(a) The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

(b) The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

1.5. The commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in paragraphs (a) and (b) below. He or she may also consider, if relevant and appropriate, the criteria established in paragraphs (c) and (d) below, in addition to any other information that may be relevant and appropriate:

(a) The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

(b) The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

(c) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

(d) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Section 1.4 above, provided that the party or entity has given actual notice to the Commissioner or Agency Head upon the acquisition of the interest, or at the hearing called for in Paragraph 1.3(a) above gives notice and proves that such interest was previously acquired. Under either circumstance, the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

1.6 Definitions

(a) The term "license" or "permit" as used in this Appendix shall be defined as a license, permit, franchise, or concession not granted as a matter of right.

(b) The term "person" as used in this Appendix shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

(c) The term "entity" as used in this Appendix shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City, or otherwise transacts business with the City.

(d) The term "member" as used in this Appendix shall be defined as any person associated with another person or entity as a partner, director, officer, principal, or employee.

APPENDIX J

CURRENT CHANNEL LINEUP

[CURRENT CHANNEL LINEUP TO BE INSERTED AT CLOSING]

QTV Channel Lineup - Bronx

Effective 6/11

1	New York 1 News	81	Oxygen	199	V-Me	321	Showtime Showcase	601	Market Showcase	
2	WCBS (2) New York (CBS)	82	HBO	200	World Picks Latino	322	Showtime Extreme	603	Market Showcase Plus	
3	WPXN (31) New York (ION)	83	IFC	On Demand	201	TVE Internacional	323	Showtime Beyond	604	MSG Interactive
4	WNBC (4) New York (NBC)	84	Showtime	202	CIN en Español	324	Showtime Next	605	Optimum Autos®	
5	WNYW (5) New York (FOX)	85	Cinemax	204	Momentum TV	325	Showtime Family Zone	606	Optimum Homes®	
6	WXTV (41) Paterson (Univision)	86	The Movie Channel	205	Infinito	326	Showtime Women	609	More Market Showcase	
7	WABC (7) New York (ABC)	87	MSG	206	tefe internacional	327	Showtime West	610	TAG Games	
9	My9 New York (MNT-WWOR)	88	MSG Plus	207	History en español	328	Showtime Too West	612	News 12 Interactive	
10	WLNY (55) Riverhead (IND)	89	YES Network	208	Canal Sur	329	Showtime Showcase West	614	MSG Varsity Interactive	
11	WPIX (11) New York (CW)	90	Showtime Too	209	TV Colombia	339	Starz On Demand	615	The Lustgarten Foundation	
12	News 12 The Bronx	91	Flix	210	TV Chile	340	Starz	617	My Government	
13	WNET (13) New York (PBS)	92	Pay Per View	211	Supercanal Caribe	341	Starz Cinema	620	HGTV Interactive	
14	MSG Varsity	93	Pay Per View	212	Discovery en Español	342	Starz Kids & Family	621	Food Network Interactive	
15	QVC	94	Playboy TV (Adult)	213	Dominican View	343	Starz Edge	630	Caller ID on iO TV®	
16	WNJU (47) Linden (Telemundo)	95	Spice Xcess (Adult)	214	La Familia	344	Starz in Black	640	iO Photos	
17	WFUT (68) Newark (TeleFutura)	96	Travel Channel	215	EWTN Español	345	Starz West	641	Optimum Link™	
18	HSN	97	Food Network	216	Maria+Visión	349	Encore On Demand	660	Metro Ethernet Now	
19	WRNN (62) Kingston (IND)	98	HGTV	217	Cartoon Network	350	Encore			
20	WMBC (63) Newton (NDI)	99	Speed Channel	218	Sorpresa	351	Encore Action			
21	WLIW (21) Plainview (PBS)	100	iO® Digital Channel Guide	219	Disney XD	352	Encore Mystery			
22	NYC Life	102	C-SPAN 3	220	ESPN Deportes	353	Encore Westerns			
23	MSNBC	103	EuroNews	221	Casa Club TV	354	Encore Love			
24	CNBC	104	BBC World News	222	Utilisima Satelital	355	Encore Drama			
25	CNN	105	Bloomberg TV	223	FOX Deportes	356	Encore Warn			
26	FOX News Channel	106	FOX Business Network	224	GOL TV	357	Encore West			
27	Discovery Channel	108	Live Well	225	Latele Novela	370	Cinemax On Demand			
28	TLC	109	NBC NY Non-Stop	226	MTV Tr3s	371	ActionMAX			
30	Archdiocesan Channel/TV	110	Universal Sports	227	mun2	372	MoreMAX			
31	Disney Channel	114	Antenna TV	228	Tele El Salvador	373	ThrillerMAX			
32	Cartoon Network	115	Estrella TV	229	HTV musica	374	WMAX			
33	Nickelodeon	116	NYS Legislative TV	230	Cine Latino	375	@MAX			
34	TV Land	118	Leased Access	232	Azteca America	376	5 StarMAX			
35	ESPN2	120	The Hub	233	Viendo Movies	377	OuterMAX			
36	ESPN	121	Disney XD	234	Telemicro Internacional	378	Cinemax West			
37	TNT	122	Nicktoons TV	235	Ecuavisa Internacional	379	TMC On Demand			
38	USA Network	123	Nick Jr.	236	Caracol TV Internacional	380	TMC Xtra			
39	TBS	124	Teen Nick	237	WAPA America	381	TMC Xtra West			
40	FX	125	Boomerang	238	The Chinese Channel	382	TMC Xtra West			
41	Turner Classic Movies	131	Kids Thirteen	239	ET Global NY (Chinese)	399	Tennis Channel			
42	WE tv	132	WLIW World	240	CCTV-4 (Chinese)	400	MLB Network			
43	AMC	133	WLIW Create	241	Bollywood Hits On Demand	401	NHL Network			
44	Bravo	134	Trinity Broadcasting Network	242	World Picks Hindi On Demand	402	TVG Network			
45	Lifetime	135	EWTN	243	TV Asia	403	FUEL TV			
46	A&E	136	Daystar	244	ITV Gold (South Asian)	404	FOX College Sports Pacific			
47	History	137	Telecare	245	Zee TV (South Asian)	405	FOX College Sports Central			
48	Syfy	140	ESPN Classic	246	SET Asia	406	FOX College Sports Atlantic			
49	ABC Family	141	ESPNEWS	247	Neo Cricket	407	Outdoor Channel			
50	Comedy Central	142	FOX Soccer Channel	248	Jus Punjabi	408	VERSUS			
51	E!	143	CBS Sports Network	251	RTVi (Russian)	409	GOL TV			
52	VH1	144	ESPNU	252	RTN (Russian)	410	The Golf Channel			
53	MTV	145	The Golf Channel	253	Channel 1 Russia	411	MavTV			
54	BET	146	VERSUS	254	NTV America (Russian)	412	CBS Sports Network			
55	MTV2	148	NBA TV	261	MKTV (Korean)	413	Big Ten			
56	Spoke TV	149	MLB Network	262	MBC (Korean)	414	iO Sports			
57	Animal Planet	158	National Geographic Wild	263	The Korean Channel-TKC	415-429	NHL Center Ice/ MLB Extra Innings			
58	truTV	160	BIO	265	TV Japan	430	NBA TV			
59	Religious Programming	161	History International	267	TV5MONDE (French)	432-441	NBA League Pass/ MLS Direct Kick			
60	SportsNet New York	162	National Geographic Channel	268	The Filipino Channel	445-450	ESPN Game Plan/ ESPN Full Court			
61	News 12 Traffic & Weather	163	Smithsonian Channel	269	GMA Pinoy TV (Filipino)	460	iO Sports2			
62	The Weather Channel	168	Chiller	275	RTPI (Portuguese)	461	FOX Soccer Plus			
63	Galavisión	169	Sleuth	276	SPT (Portuguese)	462	Sportsman Channel			
64	SoapNet	170	Science Channel	277	TV Globo (Brazilian)	463	Neo Cricket			
65	C-SPAN	171	Investigation Discovery	278	TV Record (Brazilian)	464	Fight Now			
66	C-SPAN 2	172	Planet Green	279	Rai Italia (Italian)	500	On Demand			
67	BRONXNET Community Access TV	173	Military History	282	TV Polonia (Polish)	502	Free On Demand			
68	BRONXNET Community Access TV	175	G4	284	Deutsche Welle (German)	503	Disney Channel			
69	BRONXNET Community Access TV	176	Style	287	ART (Arabic)	506	On Demand			
70	BRONXNET Community Access TV	179	Logo	290	Word Network	507	here! On Demand			
71	OTB on NYC TV	180	OWN	291	The Jewish Channel	508	On Demand			
72	NYC Drive	181	ShopNBC	292	Antenna Satellite (Greek)	508	IFC in Theaters			
73	NYC World	182	Jewelry Television	293	Mega Cosmos (Greek)	512	On Demand			
74	NYC Government	184	Great American Country	300	HBO On Demand	513	WWE Classics			
75	CUNY on NYC TV	185	Centric	301	HBO Signature	515	Howard TV On Demand			
76	GSN	187	VH1 Classic	302	HBO Family	516	Adult On Demand			
77	CNN Headline News	188	CMT	303	HBO Comedy	517	Playboy TV On Demand			
78	tuse	189	MTV Hits	304	HBO Zone	600	Too Much For TV On Demand			
80	Cablevision Channel Guide	190	VH1 Soul	305	HBO Latino		iO Quick Views			
		191	FOX Movie Channel	306	HBO West					
		192	Hallmark Channel	307	HBO2 West					
		193	Sundance Channel	308	HBO Signature West					
		194	Hallmark Movie Channel	309	HBO Family West					
		195	NY1 Noticias	310	HBO2					
		196	MTV Tr3s	320	Showtime On Demand					
			FOX Deportes							

Channel 66 may be periodically interrupted with alternate programming. CableCARD™ customers will continue to view Travel Channel HD on Ch. 763, iO Sports HD on Ch. 773 and iO Sports2 HD on Ch. 774. Programming subject to change or discontinuance. A digital cable box, HD digital cable box or a CableCARD with a subscription to Broadcast Basic is needed to receive services. All HD Channels require an HDTV. Channel availability depends on level of service and equipment. ©2011 CSC Holdings, LLC.

APPENDIX K

FORM OF FRANCHISE FEE REPORT

FRANCHISE FEE(S)

YEAR 2010 QUARTERLY PAYMENT SCHEDULE

Payment Period:	<input type="checkbox"/>	1 st Quarter	[January 1 – March 31]	90 days
(Check one)	<input type="checkbox"/>	2 nd Quarter	[April 1 – June 30]	91 days
	<input type="checkbox"/>	3 rd Quarter	[July 1 – September 30]	92 days
	<input type="checkbox"/>	4 th Quarter	[October 1 – December 31]	92 days

All payments made pursuant to Section 9.1.01 of the Franchise Agreement shall be made on a quarterly basis within thirty (30) days of the close of each calendar quarter.

In the event that any payment required by the Franchise Agreement is not actually received by the City within thirty (30) days of the close of each calendar quarter, interest thereon shall accrue from such date until payment is received in full.

All compensation reports furnished by Franchisee or its agent or designee in accordance with the Franchise Agreement shall be certified by an Officer of Franchisee to be correct and in accordance with the books of account and records of Franchisee or its agent or designee. Any false entry in the books of account of Franchisee or false statement in the reports submitted to the City as to a material fact, intentionally or negligently made by Franchisee, shall constitute an Event of Default.

CABLE FRANCHISE FEE COMMISSION REPORT

Company: _____ Year _____ Quarter _____

Franchise Fee Calculation

Subscriber Revenues

Installation	_____
Subscriber Revenue	_____
Equipment Rental Revenue	_____
Revenue Attributed to Franchise Fee Reimbursement	_____
Bad Debt Adjustment	_____
Other Subscriber Revenue	_____
Free Services and Barter	_____

Total Subscriber Revenues (A)
\$ _____

Subscriber Revenue Breakdown

**Number of Total Basic Service Only
Subscribers:** _____
(Residential)

x Average Revenue per Basic Service Only Subscriber: _____

+ Value of Free Services and Barter: _____

= Revenue from Basic Only Subscribers: _____.

**Number of Total Basic Service Only
Subscribers:** _____

(Bulk-Apartment, Other Multiple Dwelling)

x Average Revenue per Basic Service Only Subscriber: _____

+ Value of Free Services and Barter: _____

= Revenue from Basic Only Subscribers: _____.

**Number of Total Basic Service Only
Subscribers:** _____

(Commercial)

x Average Revenue per Basic Service Only Subscriber: _____

+ Value of Free Services and Barter: _____

= Revenue from Basic Only Subscribers: _____.

of Subscribers to [Insert Tier]: _____

x Average Price per [Insert Tier] Subscription:

+ Value of Free Services and Barter: _____

= Revenue from [Insert Tier] Subscription: _____.

**# of Subscribers to [Insert
Tier]:** _____

x Average Price per [Insert Tier]
Subscription: _____

+ Value of Free Services and Barter: _____

= Revenue from [Insert Tier] Subscription: _____.

[Repeat Above for Each Tier of Cable Service Available]

SHOW CALCULATION OF CABLE REVENUE FORMULA WHEN BUNDLED WITH OTHER SERVICES

of Premium Services

Sold: _____

x Average Price per Premium Service

Sold: _____

+ Value of Free Services and Barter: _____

= Revenue from Premium Services _____.

of Pay Per View Sales:

x Average Price of PPV Show/Event/Movie

Sold: _____

+ Value of Free Services and Barter: _____

=Revenue from PPV Sales: _____.

Equipment Rental Revenue Breakdown by Equipment: _____

____ Pieces of [Insert Equipment Type] Rented x [Equipment Rental Price] _____

Rev. from [Insert] _____.

[Repeat Above for Each Equipment Type]

Equipment Rental Revenue Breakdown by Equipment: _____

____ Pieces of [Insert Equipment Type] Rented x [Equipment Rental Price] _____

Rev. from [Insert] _____.

[Repeat Above for Each Equipment Type]

Non-Subscriber Revenue

Advertising Revenue _____

Free Services and Barter _____

Other Service/Non Subscriber Revenue _____

Total Non-Subscriber Revenues

(B)

\$ _____

Franchise Fees Calculation

Total Gross Revenue for the Quarter (A + B)

\$ _____

5 % of Gross Receipts for the Quarter

\$ _____

Deducted Net Payment to New York State Public Service Commission

\$ _____

Qtr Franchise Fee Payment to NYC

\$ _____

Affirmation:

I certify that to the best of my knowledge and belief the calculations above are correct and in accordance with the books and records of this company.

Date Submitted

Signature of CFO or Equivalent

Company Name

PAYMENT

CHECKS MUST BE MADE PAYABLE TO THE NYC DEPARTMENT OF FINANCE.

REMIT PAYMENT TO:

DoITT

DIRECTOR OF FRANCHISE AUDIT & REVENUE

75 PARK PLACE, 9TH FLOOR

NEW YORK, NY 10007

APPENDIX L

SUBSCRIBER SERVICES TO GOVERNMENTAL FACILITIES

Franchisee shall continue to provide, free of charge, throughout the Term, to all those government and government-related locations within the Franchise Area that it is currently providing Cable Services, those services which it was providing free of charge to such locations as of April 1, 2011 (to the extent that Franchisee was incorrectly charging for a service to any such location as of April 1, 2011, that is, pursuant to an agreement applicable as of such date it should not have been thus charging for such service, such service shall be treated as being provided free of charge as of such date for purposes of this Appendix). In addition, to the extent Franchisee was not providing, as of April 1, 2011, free of charge, services consistent in nature and scope with the following, to the following locations, Franchisee shall promptly commence the provision of such services free of charge to such facilities as hereinafter described (including installation of necessary facilities to the extent not already installed):

Brooklyn Public Library

Provide service to the Homecrest and Borough Park Public Library locations.

Parks Department

Provide service to the following Parks facilities that will serve as evacuation sites in the event of an emergency.

Bronx

OWEN DOLEN
450 St Ann's Avenue
Bronx, NY 10461
718-402-5155

ST MARY'S
2551 Westchester Square
Bronx, NY 10455
718-822-4282; 4202

ST JAMES
2530 Jerome Ave
Bronx, NY 10468
718-367-3657; 3658

WILLIAMSBRIDGE OVAL
3225 Reservoir Oval East
Bronx, NY 10467
718-654-1851

RANAQUA - BRONX HEADQUARTERS
1 Bronx River Parkway
Bronx, NY 10462
718-430-1800

Brooklyn

BROWNSVILLE
1555 Linden Boulevard

Brooklyn, NY 11212
718-345-2706

ST JOHN'S
1251 Prospect Place
Brooklyn, NY 11213
718-771-2787

HERBERT VON KING
670 Lafayette Ave
Brooklyn, NY 11216
718-622-2082